

G. MARSHALL HANN

Attorney & Counselor at Law

October 16, 2006

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Suite 300

Valencia, CA 91355

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Facsimile (661) 255-3859

E-mail gmarlaw2002@yahoo.com

Kim Muratore
Case Developer (SFD-7-B)
U.S. EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105

*Re: Response to General Notice Letter/104(e) for the San Fernando
Valley/North Hollywood Superfund Site, North Hollywood, California
Subject Property Address : 11433, 11437 and 11447
Vanowen St.,
North Hollywood, CA
My clients : Erasmo and Nora Dominguez*

Dear Ms. Muratore:

Enclosed are documents responsive to your letter of April 25, 2006, which were not provided to you previously. The documents attached are for question numbers 6(c), 7(c) (copy of purchase documents) and 18 (copies of insurance policies) and Bates stamped 000001 through 000074.

I believe this completes my client's completion of your request. If you need further documents, or have any questions, please feel free to contact me.

Very truly yours,

Law Offices
G. MARSHALL HANN

By: 
G. MARSHALL HANN

GMH:cas
enclosures
cc: Client

* POLICY CHANGE *
* EFFECTIVE: 07-16-06 *

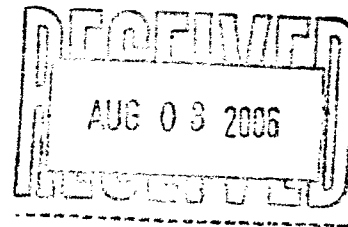
POLICY NUMBER: 01-CG-212721-5

NAMED NC2 FAMILY PARTNERSHIP
INSURED 11447 VANOWEN ST
MAILING NORTH HOLLYWOOD, CA 91605
ADDRESS:

AGENT: DANMAR INSURANCE SERVICES INC
PO BOX 7787
RIVERSIDE, CA 92513
04-19363 (623)
(951) 509-0509

POLICY PERIOD: FROM 07-16-06 TO 07-16-07

* THE CHANGE IN YOUR POLICY RESULTS IN A RETURN PREMIUM OF \$1,206.00. *
* THIS AMOUNT WILL BE CREDITED TO YOUR CUSTOMER ACCOUNT #617-3008-727-01. *
* You have chosen to reject coverage for certified acts of terrorism. *
* Pertaining to this request, we are not providing coverage for Certified *
* Acts of Terrorism on your policy. If you have questions concerning *
* this endorsement or how it affects coverage on your policy please contact *
* your agent. *



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POLICY CHANGE EXTENSION
EFFECTIVE: 07/16/06

PAGE 02

NAMED INSURED: NC2 FAMILY PARTNERSHIP

POLICY NUMBER: 01-CG-212721-5

COMMERCIAL PROPERTY - FIRE

THE FOLLOWING FORMS HAVE BEEN ADDED OR CHANGED

IL0953(1102)

000002

000003

**AMERICAN STATES INSURANCE COMPANY
FIRST NATIONAL INSURANCE CO. OF AMERICA**

**SEATTLE, WASHINGTON
COMMERCIAL PACKAGE POLICY**

NAMED INSURED AND MAILING ADDRESS
**NC2 FAMILY PARTNERSHIP
11447 VANOWEN ST
NORTH HOLLYWOOD, CA 91605**

RENEWAL DECLARATIONS

POLICY NUMBER 01-CG-212721-5
RENEWAL OF 01-CG-212721-4 07-02

POLICY PERIOD FROM 07-16-06 TO 07-16-07 12:01 AM
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

AGENT NAME AND ADDRESS
**DANMAR INSURANCE SERVICES INC
PO BOX 7787
RIVERSIDE, CA 92513**

0419363 (951) 509-0509

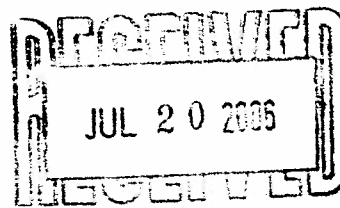
THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$18,496.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #617-3008-727-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS RENEWAL SERVES THE SAME PURPOSE AS WRITING A NEW POLICY WITH THE SAME PROVISIONS, CONDITIONS AND INSURING AGREEMENTS. THE INDIVIDUAL COVERAGE PART DECLARATIONS WHICH FOLLOW, LIST ALL OF THE FORMS THAT APPLY TO YOUR RENEWAL AND THOSE, IF ANY, WHICH NO LONGER APPLY. ONLY NEW OR REVISED FORMS ARE ATTACHED TO THIS RENEWAL. YOU MUST ADD THEM TO YOUR PRIOR POLICY.

COMMERCIAL PROPERTY COVERAGE PART	..... \$	14,911.00
COMMERCIAL LIABILITY COVERAGE PART	..... \$	1,913.00
		<hr/>
		16,824.00
PREMIUM FOR CERTIFIED ACTS OF TERRORISM	..... \$	1,672.00
TOTAL POLICY PREMIUM	..... \$	18,496.00

000003



(DATE) BY _____ (AUTHORIZED REPRESENTATIVE)

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

PAGE CP 1

NAMED INSURED: NC2 FAMILY PARTNERSHIP

POLICY NUMBER: 01-CG-212721-5

FIRE COVERAGES PROVIDED

PREMISES 1 ADDRESS: 11437, 11443, 11447 VANOWEN ST
NORTH HOLLYWOOD, CA 91605

BUILDING 1 FIRST NATIONAL INSURANCE CO. OF AMERICA
CONSTRUCTION: FRAME
OCCUPANCY: BJM CD PLASTIC EXTRUDING

BUILDING @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 1,352,000	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.411 .041	\$	5,557.00 554.00

BUSINESS INCOME- RENTAL VALUE ONLY #					DEDUCTIBLE: NONE	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 120,000	100%	SPECIAL CERTIFIED ACTS OF TERRORISM		.286 .024	\$	343.00 29.00

PERSONAL PROPERTY OF INSURED @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 1,250,000	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.465 .041	\$	5,814.00 513.00

OTHER INTERESTS SUBJECT TO PROVISIONS OF CLAUSE(S) DESIGNATED BELOW:

MORTGAGE HOLDER CITIBANK (WEST, FSB)
ATTN: AL REANO
210 W LEXINGTON DR
GLENDALE, CA 91203

LOSS PAYEE CITIBANK (WEST, FSB)
CLAUSE: ATTN: AL REANO
210 W LEXINGTON DR
GLENDALE, CA 91203

000004

NAMED INSURED: NC2 FAMILY PARTNERSHIP

POLICY NUMBER: 01-CG-212721-5

FIRE COVERAGES PROVIDED

PREMISES 2 ADDRESS: 6819 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605

BUILDING 1 FIRST NATIONAL INSURANCE CO. OF AMERICA
CONSTRUCTION: FRAME
OCCUPANCY: OFFICE FOR UNIVERSAL GARMENT

BUILDING @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 88,400	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.196 .041	\$	173.00 36.00

BUSINESS INCOME- INCL RENTAL VALUE					DEDUCTIBLE: NONE	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 120,000	50%	SPECIAL CERTIFIED ACTS OF TERRORISM		.257 .041	\$	282.00 49.00

PREMISES 3 ADDRESS: 6821 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605

BUILDING 1 FIRST NATIONAL INSURANCE CO. OF AMERICA
CONSTRUCTION: FRAME
OCCUPANCY: STONE WASH&MUSIC ART PRODUCTIO

BUILDING @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 908,900	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.269 .041	\$	2,445.00 373.00

BUSINESS INCOME- INCL RENTAL VALUE					DEDUCTIBLE: NONE	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 100,000	50%	SPECIAL CERTIFIED ACTS OF TERRORISM		.329 .041	\$	297.00 41.00

ABBREVIATIONS AND SYMBOL DEFINITIONS:

@ REPLACEMENT COST APPLIES
COVERAGE DOES NOT INCLUDE EXTRA EXPENSE

COMMERCIAL PROPERTY TOTAL

\$ 16,506.00

A PREMIUM OF \$1,595.00 IS INCLUDED IN THE TOTAL ABOVE FOR CERTIFIED ACTS OF TERRORISM. A PORTION OF THIS PREMIUM INCLUDES FIRE LOSSES FROM CERTIFIED ACTS OF TERRORISM AS REQUIRED BY CERTAIN STATES.

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9-CC(CP) (0787) SOUTHWEST

(NOPEA)

PREPARED 07-13-06 CMD40 SEQ.0001

AMERICAN STATES INSURANCE COMPANY
SEATTLE, WASHINGTON

COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS

PAGE CG -LAST

NAMED INSURED: NC2 FAMILY PARTNERSHIP

POLICY NUMBER: 01-CG-212721-5

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
61217	** LOCATION # 3 ** BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING (LESSOR'S RISK ONLY) - MAINTAINED BY THE INSURED - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)	7,000	96.0800	673.00

PREMIUM ADJUSTMENTS:

CERTIFIED ACTS OF TERRORISM	\$ 77.00
COMMERCIAL LIABILITY TOTAL	\$ 1,990.00

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE PART:

IL0017(1198) - COMMON POLICY CONDITIONS
IL0021(1185) - NUCLEAR ENERGY EXCL. ENDT. (BROAD FORM)
CG0001(1204) - COMMERCIAL GEN LIAB COV FORM
IL0270(1104) - CALIFORNIA CHGS - CANCEL/NONRENEWAL
6-1260(1095) - CALIFORNIA INSUR PREMIUM S
IL7201(0392) - COMPANY COMMON POL CONDITIONS
C4035(0106) - THE UMBRELLA ADVANTAGE
C4418(0106) - EXPOSURE INCREASE NTC TO C
CG8613(1001) - EXCLUSION ASBESTOS
CG2147(0798) - EMPLOYMENT-RELATED PRACTICES EXCL
CG3234(0105) - CALIFORNIA CHANGES
CG8657(0302) - FUNGI OR BACTERIA EXCLUSION
CG2170(1102) - CAP ON LOSSES-CERTIFIED ACTS OF TERRORIS
CG7635(0905) - LIABILITY PLUS ENDORSEMENT
CG0067(0305) - EXCLUSION - VIOLATION OF STATUTES
C4347(0305) - NOTICE TO POLICYHOLDERS

THE FOLLOWING FORMS NO LONGER APPLY TO THIS COVERAGE PART:

CG2173(1202) - EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG7635(1001) - LIABILITY PLUS ENDORSEMENT

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LOSS PAYABLE PROVISIONS

CP 12 18 06 95

COMMERCIAL PROPERTY

Policy Number: 01-CG-212721-5

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUILDERS' RISK COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Prem. No.	Bldg. No.	Description of Property	Loss Payee (Name & Address)	Provisions Applicable		
				Loss Payable	Lender's Loss Payable	Contract Of Sale

- A.** When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

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COMMERCIAL PROPERTY

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury," "property damage," "personal and advertising injury."
 - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

- (1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;

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Copyright, Insurance Services, 2001

- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

- (4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of operations performed for the state or municipality.

- c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

- d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage to Premises Rented to you Limit is shown in the Declarations, Exclusion J. of Coverage A, Section I is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

Paragraph 6. of Section III is replaced by the following:

6. Subject to 5. above, the Damage To Property Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Tenants' Property Damage to Premises Rented to You limit is the higher of \$200,000 or the amount shown in the Declarations as Damage to Premises Rented to You Limit.

WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- b. Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

EMPLOYEES AS INSURED — HEALTH CARE SERVICES

Provision 2.a.(1) d. of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 4.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A. (Section I) is amended to read:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

INCREASED MEDICAL EXPENSE LIMIT

The medical expense limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence," claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

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UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

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**AMERICAN STATES INSURANCE COMPANY
FIRST NATIONAL INSURANCE CO. OF AMERICA**

**SEATTLE, WASHINGTON
COMMERCIAL PACKAGE POLICY**

NAMED INSURED AND MAILING ADDRESS
**NC2 FAMILY PARTNERSHIP
11447 VANOWEN ST
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RENEWAL OF 01-CG-212721-4 07-02

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PO BOX 7787
RIVERSIDE, CA 92513**

0419363 (951) 509-0509

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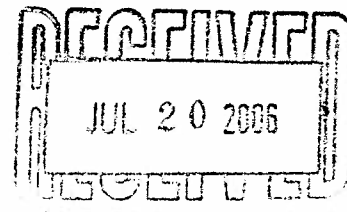
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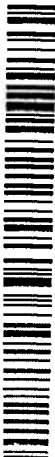
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COMMERCIAL LIABILITY COVERAGE PART	\$	1,913.00

PREMIUM FOR CERTIFIED ACTS OF TERRORISM	\$	1,672.00
TOTAL POLICY PREMIUM	\$	18,496.00

000013



(DATE) BY _____ (AUTHORIZED REPRESENTATIVE)



COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

PAGE CP 1

NAMED INSURED: NC2 FAMILY PARTNERSHIP

POLICY NUMBER: 01-CG-212721-5

FIRE COVERAGES PROVIDED

PREMISES 1 ADDRESS: 11437, 11443, 11447 VANOWEN ST
NORTH HOLLYWOOD, CA 91605

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CONSTRUCTION: FRAME
OCCUPANCY: BJM CD PLASTIC EXTRUDING

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BUSINESS INCOME- RENTAL VALUE ONLY #					DEDUCTIBLE: NONE	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 120,000	100%	SPECIAL CERTIFIED ACTS OF TERRORISM		.286 .024	\$	343.00 29.00
PERSONAL PROPERTY OF INSURED @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 1,250,000	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.465 .041	\$	5,814.00 513.00

OTHER INTERESTS SUBJECT TO PROVISIONS OF CLAUSE(S) DESIGNATED BELOW:

MORTGAGE HOLDER CITIBANK (WEST, FSB)
ATTN: AL REANO
210 W LEXINGTON DR
GLENDALE, CA 91203

LOSS PAYEE CITIBANK (WEST, FSB)
CLAUSE: ATTN: AL REANO
210 W LEXINGTON DR
GLENDALE, CA 91203

000014

NAMED INSURED: NC2 FAMILY PARTNERSHIP

POLICY NUMBER: 01-CG-212721-5

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE PART:

IL0935(0898) - EXCL OF CERTAIN COMPUTER-RELATED LOSSES
IL0017(1198) - COMMON POLICY CONDITIONS
CP0090(0788) - COMMERCIAL PROPERTY CONDITIONS
IL0270(1104) - CALIFORNIA CHGS - CANCEL/NONRENEWAL
IL7201(0392) - COMPANY COMMON POL CONDITIONS
IL0104(0204) - CALIFORNIA CHANGES
CP0299(1185) - CANCELLATION CHANGES
CP0010(0402) - BLD & PER PROP COV FORM
CP1030(0402) - CAUSE OF LOSS - SPECIAL FORM
CP1218(0695) - LOSS PAYABLE PROVISIONS
IL0102(0505) - CA CHANGES - ACTUAL CASH VALUE
6-1260(1095) - CALIFORNIA INSUR PREMIUM S
CP7591(1102) - PROPERTY PLUS ENDORSEMENT
IL0952(1102) - CERT ACTS OF TERRORISM - CAP ON LOSSES
CP0032(0402) - BUS INCOME W/O EXTRA EXPENSE COV FORM
CP1556(0297) - BI CHGS-BEGIN PERIOD OF RESTORATION
CP0030(0402) - BUSINESS INCOME & EXTRA EXPENSE COV FORM

THE FOLLOWING FORMS NO LONGER APPLY TO THIS COVERAGE PART:

CP0010(1000) - BLDG & PERS PROP COV FORM
CP1030(1000) - CAUSES OF LOSS - SPECIAL FORM
IL0103(0699) - CALIFORNIA CHANGES - ACTUAL CASH VALUE
CP7591(1000) - PROPERTY PLUS ENDORSEMENT
IL0953(1102) - EXCLUSION OF CERT ACTS OF TERRORISM
CP0032(1000) - BUS INCOME W/O EXTRA EXPENSE COV FORM
CP0030(1000) - BUSINESS INCOME & EXTRA EXPENSE COV FORM

1478

000015

NAMED INSURED: NC2 FAMILY PARTNERSHIP

POLICY NUMBER: 01-CG-212721-5

FORM OF BUSINESS: PARTNERSHIP

LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY	
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU (ANY ONE PREMISE)	\$200,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$10,000

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY:

1. 11437, 11443, 11447 VANOWEN ST
NORTH HOLLYWOOD, CA 91605
2. 6819 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605
3. 6821 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
	COMMERCIAL GENERAL LIABILITY OTHER THAN PRODUCTS-COMPLETED OPERATIONS			
	** LOCATION # 1 **			
61217	BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING (LESSOR'S RISK ONLY) - MAINTAINED BY THE INSURED - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)	11,800	96.0800	\$ 1,134.00
	** LOCATION # 2 **			
61217	BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING (LESSOR'S RISK ONLY) - MAINTAINED BY THE INSURED - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)	1,100	96.0800	106.00

000016

AMERICAN STATES INSURANCE COMPANY
SEATTLE, WASHINGTON

COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS

PAGE CG -LAST

NAMED INSURED: NC2 FAMILY PARTNERSHIP

POLICY NUMBER: 01-CG-212721-5

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
61217	** LOCATION # 3 ** BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING (LESSOR'S RISK ONLY) - MAINTAINED BY THE INSURED - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)	7,000	96.0800	673.00

PREMIUM ADJUSTMENTS:

CERTIFIED ACTS OF TERRORISM	\$ 77.00
COMMERCIAL LIABILITY TOTAL	\$ 1,990.00

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE PART:

IL0017(1198) - COMMON POLICY CONDITIONS
IL0021(1185) - NUCLEAR ENERGY EXCL. ENDT. (BROAD FORM)
CG0001(1204) - COMMERCIAL GEN LIAB COV FORM
IL0270(1104) - CALIFORNIA CHGS - CANCEL/NONRENEWAL
6-1260(1095) - CALIFORNIA INSUR PREMIUM S
IL7201(0392) - COMPANY COMMON POL CONDITIONS
C4035(0106) - THE UMBRELLA ADVANTAGE
C4418(0106) - EXPOSURE INCREASE NTC TO C
CG8613(1001) - EXCLUSION ASBESTOS
CG2147(0798) - EMPLOYMENT-RELATED PRACTICES EXCL
CG3234(0105) - CALIFORNIA CHANGES
CG8657(0302) - FUNGI OR BACTERIA EXCLUSION
CG2170(1102) - CAP ON LOSSES-CERTIFIED ACTS OF TERRORIS
CG7635(0905) - LIABILITY PLUS ENDORSEMENT
CG0067(0305) - EXCLUSION - VIOLATION OF STATUTES
C4347(0305) - NOTICE TO POLICYHOLDERS

THE FOLLOWING FORMS NO LONGER APPLY TO THIS COVERAGE PART:

CG2173(1202) - EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG7635(1001) - LIABILITY PLUS ENDORSEMENT

000017

* POLICY CHANGE *
* EFFECTIVE: 07-16-05 *

POLICY NUMBER: 01-CG-212721-4

NAMED ERASMO DOMINGUEZ (INDIVIDUAL)
INSURED NORA DOMNGUEZ (INDIVIDUAL)
MAILING 11447 VANOWEN ST
ADDRESS: NORTH HOLLYWOOD, CA 91605

AGENT: DANMAR INSURANCE SERVICES INC
5033 ARLINGTON AVE STE B
RIVERSIDE, CA 92504
04-19363 (623)
(951) 509-0509

POLICY PERIOD: FROM 07-16-05 TO 07-16-06

* THE CHANGE IN YOUR POLICY RESULTS IN A RETURN PREMIUM OF \$510.00. *
* THIS AMOUNT WILL BE CREDITED TO YOUR CUSTOMER ACCOUNT #216-9131-627-01. *
* You have chosen to reject coverage for certified acts of terrorism. *
* Pertaining to this request, we are not providing coverage for *
* Certified Acts of Terrorism on your policy. If you have questions *
* concerning this endorsement or how it affects coverage on your policy, *
* please contact your agent. *

N-2
Amity Limited
Amity Limited

New Annual 10797

Change
Endowment to
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CHANGE EXTENSION
EFFECTIVE: 07/16/05

PAGE 02

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-4

COMMERCIAL PROPERTY - FIRE

THE FOLLOWING FORMS HAVE BEEN ADDED OR CHANGED

IL0953(1102)

000019

POLICY CHANGE EXTENSION
EFFECTIVE: 07/16/05

PAGE 05—

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-4

GENERAL LIABILITY

THE FOLLOWING FORMS HAVE BEEN ADDED OR CHANGED

CG2173(1202)

000020

**GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA**

**SEATTLE, WASHINGTON
COMMERCIAL PACKAGE POLICY**

NAMED INSURED AND MAILING ADDRESS
**ERASMO DOMINGUEZ (INDIVIDUAL)
NORA DOMNGUEZ (INDIVIDUAL)
11447 VANOWEN ST
NORTH HOLLYWOOD, CA 91605**

RENEWAL DECLARATIONS

POLICY NUMBER 01-CG-212721-4
RENEWAL OF 01-CG-212721-3 07-02

POLICY PERIOD FROM 07-16-05 TO 07-16-06 12:01 AM
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

AGENT NAME AND ADDRESS
**DANMAR INSURANCE SERVICES INC
5033 ARLINGTON AVE STE B
RIVERSIDE, CA 92504**

0419363 (951) 509-0509

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$11,307.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #216-9131-627-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING
STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED
ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL PROPERTY COVERAGE PART	..... \$	8,412.00	7330
COMMERCIAL LIABILITY COVERAGE PART	..... \$	1,856.00	1543
		10,268.00	8571
PREMIUM FOR CERTIFIED ACTS OF TERRORISM \$	1,039.00	664
TOTAL POLICY PREMIUM \$	11,307.00	9240

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New-10797

Last yr.
9240
1302
12370

(DATE)

BY

(AUTHORIZED REPRESENTATIVE)

COMPANY USE ONLY

SOUTHWEST

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AGENT COPY

PREPARED 04-14-05

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

PAGE CP 1

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-4

FIRE COVERAGES PROVIDED

PREMISES 1 ADDRESS: 11437, 11443, 11447 VANOWEN ST
NORTH HOLLYWOOD, CA 91605

BUILDING 1 FIRST NATIONAL INSURANCE CO. OF AMERICA
CONSTRUCTION: FRAME
OCCUPANCY: BJM CD PLASTIC EXTRUDING

BUILDING @					
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM
\$ 1,290,000	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.396 .035	\$ 5,109.00 452.00

BUSINESS INCOME- RENTAL VALUE ONLY #					
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM
\$ 120,000	100%	SPECIAL CERTIFIED ACTS OF TERRORISM		.276 .020	\$ 332.00 24.00

OTHER INTERESTS SUBJECT TO PROVISIONS OF CLAUSE(S) DESIGNATED BELOW:

MORTGAGE HOLDER COMMUNITY BANK
ATTN: LINDA HABERMAN
2800 N. HOLLYWOOD WAY
BURBANK, CA 91505
LOAN# 2100541

PREMISES 2 ADDRESS: 6819 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605

BUILDING 1 FIRST NATIONAL INSURANCE CO. OF AMERICA
CONSTRUCTION: FRAME
OCCUPANCY: OFFICE FOR UNIVERSAL GARMENT

BUILDING @					
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM
\$ 84,300	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.190 .035	\$ 159.00 30.00

BUSINESS INCOME- INCL RENTAL VALUE					
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM
\$ 120,000	50%	SPECIAL CERTIFIED ACTS OF TERRORISM		.248 .034	\$ 273.00 41.00

9-CC(CP) (0787)

SOUTHWEST

(DENOP)

PREPARED 04-14-05 CMD40 SEQ.0001

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COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

PAGE CP 2

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-4

FIRE COVERAGES PROVIDED

PREMISES 3 ADDRESS: 6821 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605

BUILDING 1 FIRST NATIONAL INSURANCE CO. OF AMERICA
CONSTRUCTION: FRAME
OCCUPANCY: STONE WASH&MUSIC ART PRODUCTIO

BUILDING @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 867,200	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.260 .035	\$	2,254.00 304.00

80000

BUSINESS INCOME- INCL RENTAL VALUE					DEDUCTIBLE: NONE	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 100,000	50%	SPECIAL CERTIFIED ACTS OF TERRORISM		.316 .034	\$	285.00 34.00

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ABBREVIATIONS AND SYMBOL DEFINITIONS:

@ REPLACEMENT COST APPLIES

COVERAGE DOES NOT INCLUDE EXTRA EXPENSE

COMMERCIAL PROPERTY TOTAL

\$ 9,297.00

A PREMIUM OF \$ 885.00 IS INCLUDED IN THE TOTAL ABOVE FOR CERTIFIED ACTS OF TERRORISM. A PORTION OF THIS PREMIUM INCLUDES FIRE LOSSES FROM CERTIFIED ACTS OF TERRORISM AS REQUIRED BY CERTAIN STATES.

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE PART:

IL0935(0898) - EXCL OF CERTAIN COMPUTER-RELATED LOSSES
IL0017(1198) - COMMON POLICY CONDITIONS
CP0090(0788) - COMMERCIAL PROPERTY CONDITIONS
IL0270(1104) - CALIFORNIA CHGS - CANCEL/NONRENEWAL
IL7201(0392) - COMPANY COMMON POL CONDITIONS
IL0104(0204) - CALIFORNIA CHANGES
CP0299(1185) - CANCELLATION CHANGES
CP0010(1000) - BLDG & PERS PROP COV FORM
CP1030(1000) - CAUSES OF LOSS - SPECIAL FORM
IL0103(0699) - CALIFORNIA CHANGES - ACTUAL CASH VALUE
CP0299(1185) - CANCELLATION CHANGES
6-1260(1095) - CALIFORNIA INSUR PREMIUM S
CP7591(1000) - PROPERTY PLUS ENDORSEMENT
IL0952(1102) - CERT ACTS OF TERRORISM - CAP ON LOSSES
C4111(0804) - POLICYHOLDER DISCL STD FIR
CP0032(1000) - BUS INCOME W/O EXTRA EXPENSE COV FORM
CP1556(0297) - BI CHGS-BEGIN PERIOD OF RESTORATION
CP0030(1000) - BUSINESS INCOME & EXTRA EXPENSE COV FORM

1800X

9-CC(CP) (0787) SOUTHWEST

(DENOP)

PREPARED 04-14-05 CMD40 SEQ.0001

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GENERAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON

COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS

PAGE CG 1

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-4

FORM OF BUSINESS: INDIVIDUAL

LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY	
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)	\$1,000,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$ 200,000
	\$ 10,000

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY:

1. 11437, 11443, 11447 VANOWEN ST
NORTH HOLLYWOOD, CA 91605
2. 6819 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605
3. 6821 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
	COMMERCIAL GENERAL LIABILITY OTHER THAN PRODUCTS-COMPLETED OPERATIONS			
61217	** LOCATION # 1 ** BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)	11,800	93.2290	\$ 1,100.00
61217	** LOCATION # 2 ** BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)	1,100	93.2290	103.00

GENERAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON

COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS

PAGE CG -LAST

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-4

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
61217	<p>** LOCATION # 3 **</p> <p>BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)</p>	7,000	93.2290	653.00

PREMIUM ADJUSTMENTS:

CERTIFIED ACTS OF TERRORISM

\$ 154.00

COMMERCIAL LIABILITY TOTAL

\$ 2,010.00

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE PART:

IL0017(1198) - COMMON POLICY CONDITIONS
 IL0021(1185) - NUCLEAR ENERGY EXCL. ENDT. (BROAD FORM)
 CG0001(1204) - COMMERCIAL GEN LIAB COV FORM
 IL0270(1104) - CALIFORNIA CHGS - CANCEL/NONRENEWAL
 6-1260(1095) - CALIFORNIA INSUR PREMIUM S
 IL7201(0392) - COMPANY COMMON POL CONDITIONS
 CG8613(1001) - EXCLUSION ASBESTOS
 CG2147(0798) - EMPLOYMENT-RELATED PRACTICES EXCL
 CG8657(0302) - FUNGI OR BACTERIA EXCLUSION
 CG2170(1102) - CAP ON LOSSES-CERTIFIED ACTS OF TERRORIS
 C4111(0804) - POLICYHOLDER DISCL STD FIR
 CG7635(1001) - LIABILITY PLUS ENDORSEMENT

9-CC (CG) (0787) SOUTHWEST

(DENOP)

PREPARED 04-14-05 CMD40 SEQ.0001

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AMERICAN STATES INSURANCE COMPANY

Southwest Region
120 Vantis, Suite 130
Aliso Viejo, CA 92656

Phone: (949)860-6000
www.safeco.com

October 05, 2004

Erasmo Dominguez, Owner
11447 Vanowen St
North Hollywood, CA 91605-6219

cc: HALLMARK ASSOCIATES INS SV
0419363

19-17-0062



RE: 01-CG-212721-30

Dear Mr. Dominguez,

On October 4, 2004, I visited your building located at 6819-21 Tujunga Avenue to conduct a loss control survey with respect to the Property and Liability insurance that Safeco provides for you. I want to thank you for making the necessary arrangements with Blanca so that I may conduct this survey. Please forward my appreciation to Blanca for her time and cooperation.

Based upon my observation at the time of the visit, I do not have any recommendations to submit at this time.

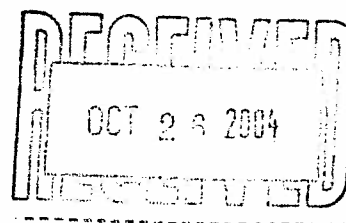
Our customers are important to us and we want to provide you with the best service possible. You may receive a customer satisfaction survey from us asking for your opinion regarding this visit. Please take a moment to complete the survey and return it to us in the envelope provided.

For more information or assistance, please visit our web site at www.safeco.com/riskservices.

Sincerely,

AMERICAN STATES INSURANCE COMPANY

Steve Popp, CSP
Risk Control Manager



000026

* POLICY CHANGE *
* EFFECTIVE: 07-16-04 *

POLICY NUMBER: 01-CG-212721-3

NAMED ERASMO DOMINGUEZ (INDIVIDUAL)
INSURED NORA DOMNGUEZ (INDIVIDUAL)
MAILING 11447 VANOWEN ST
ADDRESS: NORTH HOLLYWOOD, CA 91605

AGENT: HALLMARK ASSOCIATES INS SVCS
PO BOX 4266
RIVERSIDE, CA 92514
04-19363 (018)
(909) 509-0509

POLICY PERIOD: FROM 07-16-04 TO 07-16-05

* THE CHANGE IN YOUR POLICY RESULTS IN NO CHANGE IN PREMIUM. *
* Added mortgagee Community Bank to location 1 at 11437-11447 Van Owen St., *
* North Hollywood CA 91605. *

THE FOLLOWING HAS BEEN ADDED

OTHER # 1 COMMUNITY BANK
INTERESTS: ATTN: LINDA HABERMAN
2800 N. HOLLYWOOD WAY
BURBANK, CA 91505
MORTGAGE HOLDER
LOAN# 2100541
PREMISES #001

000027

* POLICY CHANGE *
* EFFECTIVE: 07-16-04 *

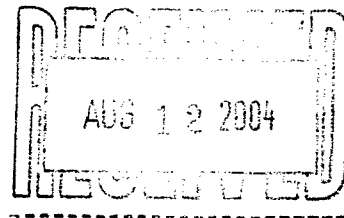
POLICY NUMBER: 01-CG-212721-3

NAMED ERASMO DOMINGUEZ (INDIVIDUAL)
INSURED NORA DOMNGUEZ (INDIVIDUAL)
MAILING 11447 VANOWEN ST
ADDRESS: NORTH HOLLYWOOD, CA 91605

AGENT: HALLMARK ASSOCIATES INS SVCS
PO BOX 4266
RIVERSIDE, CA 92514
04-19363 (018)
(909) 509-0509

POLICY PERIOD: FROM 07-16-04 TO 07-16-05

* THE CHANGE IN YOUR POLICY RESULTS IN AN ADDITIONAL PREMIUM OF \$302.00. *
* YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #216-9131-627-01. *
* Added Loss of Rents coverage to location 1. Per agent request. *



000028

INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-3

 COMMERCIAL PROPERTY - FIRE

THE FOLLOWING HAS BEEN ADDED

FIRE COVERAGES PROVIDED

PREMISES 1

BUILDING 1 GENERAL INSURANCE COMPANY OF AMERICA
 CONSTRUCTION: FRAME
 OCCUPANCY: BJM CD PLASTIC EXTRUDING

BUSINESS INCOME- RENTAL VALUE ONLY #					DEDUCTIBLE: NONE	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 120,000	100%	SPECIAL CERTIFIED ACTS OF TERRORISM		.237 .014	\$	285.00 17.00

THE FOLLOWING FORMS HAVE BEEN ADDED OR CHANGED

CP0032(1000)

COVERAGE DOES NOT INCLUDE EXTRA EXPENSE

000029

GENERAL INSURANCE COMPANY OF AMERICA

SEATTLE, WASHINGTON
COMMERCIAL PACKAGE POLICY

NAMED ERASMO DOMINGUEZ (INDIVIDUAL)
INSURED NORA DOMNGUEZ (INDIVIDUAL)
AND
MAILING 11447 VANOWEN ST
ADDRESS NORTH HOLLYWOOD, CA 91605

RENEWAL DECLARATIONS

POLICY NUMBER 01-CG-212721-3
RENEWAL OF 01-CG-212721-2 07-02

AGENT HALLMARK ASSOCIATES INS SVCS
NAME PO BOX 4266
AND
ADDRESS RIVERSIDE, CA 92514

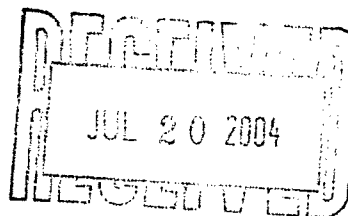
POLICY PERIOD FROM 07-16-04 TO 07-16-05 12:01 AM
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

0419363 (909) 509-0509

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$9,240.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #216-9131-627-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING
STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS RENEWAL SERVES THE SAME PURPOSE AS WRITING A NEW POLICY WITH THE SAME PROVISIONS, CONDITIONS AND INSURING AGREEMENTS. THE INDIVIDUAL COVERAGE PART DECLARATIONS WHICH FOLLOW, LIST ALL OF THE FORMS THAT APPLY TO YOUR RENEWAL AND THOSE, IF ANY, WHICH NO LONGER APPLY. ONLY NEW OR REVISED FORMS ARE ATTACHED TO THIS RENEWAL. YOU MUST ADD THEM TO YOUR PRIOR POLICY.

COMMERCIAL PROPERTY COVERAGE PART	.....	\$	7,028.00
COMMERCIAL LIABILITY COVERAGE PART	.....	\$	1,543.00
			<hr/> 8,571.00
PREMIUM FOR CERTIFIED ACTS OF TERRORISM	.....	\$	669.00
TOTAL POLICY PREMIUM	.....	\$	9,240.00



000030

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

PAGE CP 1

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-3

FIRE COVERAGES PROVIDED

PREMISES 1 ADDRESS: 11437, 11443, 11447 VANOWEN ST
NORTH HOLLYWOOD, CA 91605

BUILDING 1 GENERAL INSURANCE COMPANY OF AMERICA
CONSTRUCTION: FRAME
OCCUPANCY: BJM CD PLASTIC EXTRUDING

BUILDING @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 1,200,000	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.354 .024	\$	4,248.00 288.00

PREMISES 2 ADDRESS: 6819 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605

BUILDING 1 GENERAL INSURANCE COMPANY OF AMERICA
CONSTRUCTION: JOISTED MASONRY
OCCUPANCY: OFFICE FOR UNIVERSAL GARMENT

BUILDING @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 77,700	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.157 .024	\$	122.00 19.00

BUSINESS INCOME- INCL RENTAL VALUE DEDUCTIBLE: NONE

LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 120,000	50%	SPECIAL CERTIFIED ACTS OF TERRORISM		.194 .024	\$	213.00 29.00

PREMISES 3 ADDRESS: 6821 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605

BUILDING 1 GENERAL INSURANCE COMPANY OF AMERICA
CONSTRUCTION: JOISTED MASONRY
OCCUPANCY: STONE WASH&MUSIC ART PRODUCTIO

BUILDING @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 800,000	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.271 .024	\$	2,168.00 192.00

000031

GENERAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON

COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS

PAGE CG 1

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-3

FORM OF BUSINESS: INDIVIDUAL

LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)	\$ 200,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$ 10,000

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY:

1. 11437, 11443, 11447 VANOWEN ST
NORTH HOLLYWOOD, CA 91605
2. 6819 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605
3. 6821 TUJUNGA AVE
NORTH HOLLYWOOD, CA 91605

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
	COMMERCIAL GENERAL LIABILITY OTHER THAN PRODUCTS-COMPLETED OPERATIONS			
61217	** LOCATION # 1 ** BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)	11,800	77.5290	\$ 915.00
61217	** LOCATION # 2 ** BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)	1,100	77.5290	85.00

000032

GENERAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON

COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS

PAGE CG -LAST

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-3

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
61217	<p>*** LOCATION # 3 ***</p> <p>BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)</p>	7,000	77.5290	543.00

PREMIUM ADJUSTMENTS:

CERTIFIED ACTS OF TERRORISM

\$ 117.00

COMMERCIAL LIABILITY TOTAL

\$ 1,660.00

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE PART:

IL0017(1198) - COMMON POLICY CONDITIONS
 IL0021(1185) - NUCLEAR ENERGY EXCL. ENDT. (BROAD FORM)
 CG0001(1001) - COMMERCIAL GEN LIAB COV FORM
 IL0270(0300) - CALIFORNIA CHGS - CANCEL/NONRENEWAL
 6-1260(1095) - CALIFORNIA INSUR PREMIUM S
 IL7201(0392) - COMPANY COMMON POL CONDITIONS
 CG8613(1001) - EXCLUSION ASBESTOS
 CG2147(0798) - EMPLOYMENT-RELATED PRACTICES EXCL
 CG8657(0302) - FUNGI OR BACTERIA EXCLUSION
 CG2170(1102) - CAP ON LOSSES-CERTIFIED ACTS OF TERRORIS
 CG7635(1001) - LIABILITY PLUS ENDORSEMENT

THE FOLLOWING FORMS NO LONGER APPLY TO THIS COVERAGE PART:

000033



AMERICAN STATES INSURANCE COMPANY
SEATTLE, WASHINGTON
COMMERCIAL PACKAGE POLICY

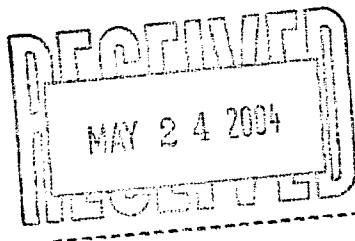
NAMED ERASMO DOMINGUEZ (INDIVIDUAL)
INSURED NORA DOMNGUEZ (INDIVIDUAL)
AND
MAILING 11447 VANOWEN ST
ADDRESS NORTH HOLLYWOOD, CA 91605

POLICY NUMBER 01-CG-212721-2

AGENT HALLMARK ASSOCIATES INS SVCS
NAME PO BOX 4266
AND RIVERSIDE, CA 92514
ADDRESS

04-19363 (909) 509-0509

THE CHANGE IN THE POLICY RESULTS IN AN ADDITIONAL NET PREMIUM OF \$466.64
THE AMOUNT AT ZERO COMMISSION IS \$9.07.



000075

* POLICY CHANGE *
* EFFECTIVE: 04-30-04 *

POLICY NUMBER: 01-CG-212721-2

NAMED ERASMO DOMINGUEZ (INDIVIDUAL)
INSURED NORA DOMNGUEZ (INDIVIDUAL)
MAILING 11447 VANOWEN ST
ADDRESS: NORTH HOLLYWOOD, CA 91605

AGENT: HALLMARK ASSOCIATES INS SVCS
PO BOX 4266
RIVERSIDE, CA 92514
04-19363 (018)
(909) 509-0509

POLICY PERIOD: FROM 07-16-03 TO 07-16-04

* THE CHANGE IN YOUR POLICY RESULTS IN AN ADDITIONAL PREMIUM OF \$466.64. *
* YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #216-9131-627-01. *
* INCREASED BUILDING LIMITS FOR LOCATIONS 1 AND 3. INCREASED BUSINESS INCOME *
* LIMITS FOR LOCATION 2. AMENDED NUMBER OF SQUARE FEET FOR LOCATIONS 2 AND 3 *
* FOR PROPERTY AND GENERAL LIABILITY. *

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NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL) POLICY NUMBER: 01-CG-212721-2

COMMERCIAL PROPERTY - FIRE
*****THE FOLLOWING HAS BEEN CHANGED

FIRE COVERAGES PROVIDED

PREMISES 2
-----BUILDING 1 AMERICAN STATES INSURANCE COMPANY
----- CONSTRUCTION: JOISTED MASONRY
OCCUPANCY: OFFICES

BUILDING @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 73,800	90%	SPECIAL CERTIFIED ACTS	OF TERRORISM	.160 .033	\$	118.00 24.00

BUSINESS INCOME- INCL RENTAL VALUE					DEDUCTIBLE: NONE	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 120,000	50%	SPECIAL CERTIFIED ACTS	OF TERRORISM	.219 .032	\$	241.00 38.00

PREMISES 3
-----BUILDING 1 AMERICAN STATES INSURANCE COMPANY
----- CONSTRUCTION: JOISTED MASONRY
OCCUPANCY: OFFICES

BUILDING @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 800,000	90%	SPECIAL CERTIFIED ACTS	OF TERRORISM	.160 .033	\$	1,280.00 264.00

BUSINESS INCOME- INCL RENTAL VALUE					DEDUCTIBLE: NONE	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 100,000	50%	SPECIAL CERTIFIED ACTS	OF TERRORISM	.219 .032	\$	198.00 32.00

000077

POLICY CHANGE EXTENSION
EFFECTIVE: 04/30/04

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

PAGE 03
POLICY NUMBER: 01-CG-212721-2

COMMERCIAL PROPERTY - FIRE

THE FOLLOWING HAS BEEN CHANGED

FIRE COVERAGES PROVIDED

PREMISES 1

BUILDING 1 AMERICAN STATES INSURANCE COMPANY
CONSTRUCTION: JOISTED MASONRY
OCCUPANCY: CASSETTE & CD DUPLICATING MFG

BUILDING @					DEDUCTIBLE: \$ 1,000	
LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS COVERED	ADDITIONAL EXCLUSIONS	RATE	PREMIUM	
\$ 1,200,000	90%	SPECIAL CERTIFIED ACTS OF TERRORISM		.405 .033	\$	4,860.00 396.00

@ REPLACEMENT COST APPLIES

000078

NAMED INSURED: ERASMO DOMINGUEZ (INDIVIDUAL)

POLICY NUMBER: 01-CG-212721-2

GENERAL LIABILITY

THE FOLLOWING HAS BEEN CHANGED

CLASS	COVERAGE INFORMATION	EXPOSURE	RATE	PREMIUM
	COMMERCIAL GENERAL LIABILITY OTHER THAN PRODUCTS-COMPLETED OPERATIONS			
61217	<p>** LOCATION # 2 **</p> <p>BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)</p>	1,100	84.6220	\$ 93.00
	CERTIFIED ACTS OF TERRORISM			\$ 0.00
61217	<p>** LOCATION # 3 **</p> <p>BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS AREA (PER 1000 SQUARE FEET)</p>	7,000	84.6220	592.00

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**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

**FLEETWOOD MACHINE PRODUCTS, INC.
a California corporation
("SELLER")**

and

**ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ,
as community property
("BUYER")**

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EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Grant Deed for Property
Exhibit C-1	Seller's Certificate (Federal)
Exhibit C-2	Seller's Certificate (State)
Exhibit D	Environmental Agreement

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Commerce Escrow Company
("Escrow Holder")

Escrow No. 99-32717
Title Officer: Doug Abernathy

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of this ____ day of September, 1999, by and between FLEETWOOD MACHINE PRODUCTS, INC., a California corporation ("Seller"), and ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, as community property ("Buyer"), with respect to the following:

RECITALS:

A. Seller is the owner of that certain improved real property located in the City of North Hollywood, County of Los Angeles, State of California located at 11433 Vanowen Street which is depicted as Lot No. 13 on Exhibit "A" attached hereto (the "Property").

B. Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree that the terms and conditions of this Agreement and the instructions to Escrow Holder with regard to the escrow ("Escrow") created pursuant hereto are as follows:

AGREEMENT:

Section 1. Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions herein set forth.

Section 2. Purchase Price. The purchase price for the Property shall be Forty-Five Thousand Dollars (\$45,000) (the "Purchase Price").

Section 3. Payment of Purchase Price. At least two (2) business days prior to the Close of Escrow, as defined herein, Buyer shall deposit or cause to be deposited with Escrow Holder in cash, by certified or bank cashier's check made payable to Escrow Holder, or by a confirmed wire transfer of funds, the sum of Forty-Five Thousand Dollars (\$45,000), along with such additional funds, if any, as may be required to pay Buyer's share of prorations and closing costs pursuant to the terms hereof.

Section 4. Escrow.

4.1 Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received a fully executed original or originally executed counterparts of this Agreement from Seller and Buyer (the "Opening of Escrow"), and Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

4.2 Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the grant deed ("Grant Deed"), the form of which is attached hereto as Exhibit "B", conveying the Property to Buyer, is recorded in the Official Records of the Los Angeles County, California Recorder's Office (the "Official Records"). This Escrow and Buyer's rights to purchase the Property will terminate automatically if Escrow has not closed on or before 5:00 p.m. September 30, 1999 (the "Closing Date"). If Close of Escrow has not occurred on or before 5:00 p.m. on the Closing Date, this Escrow and Buyer's right to purchase the Property shall terminate, and Buyer shall have no further right to extend Close of Escrow for any reason whatsoever.

Section 5. Condition of Title. It shall be a condition to the Close of Escrow for Buyer's benefit that title to the Property is conveyed to Buyer by the Grant Deed subject to the following exceptions to title (the "Permitted Exceptions"):

5.1 Real Property Taxes. A lien to secure payment of general and special real property taxes and assessments, not delinquent;

5.2 Supplemental Taxes. The lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code;

5.3 Off-Record or Created by Buyer. All matters apparent from an inspection of the Property and all matters affecting the Permitted Exceptions created by or with the written consent of Buyer or which do not materially and deleteriously affect Buyer's contemplated use of the Property;

5.4 Approved by Buyer. All exceptions which are disclosed by the "Report" described in Section 7.1.3 below which are approved or deemed approved by Buyer as provided herein; and

5.5 Applicable Laws. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

Section 6. Title Policy. Title shall be evidenced by the willingness of Commonwealth Land Title Company in its capacity as title insurer ("Title Company") to issue its CLTA Owner's Form Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in Buyer.

Section 7. Conditions to Close of Escrow.

7.1 Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to 5:00 p.m. on the date which is seven (7) days following the Opening of Escrow (such period of time to be referred to herein as the "Contingency Period") to satisfy itself, in Buyer's reasonable discretion, as to the matters set forth below. If Buyer terminates this Agreement pursuant to the terms of this Section 7.1 or Buyer disapproves any of the matters set forth in this Section 7.1, or one or more of the following conditions to Buyer's obligations to acquire the Property has not been satisfied or waived on or before the end of the Contingency Period, Buyer will have no further right to purchase the Property, and upon Buyer's payment of the Escrow Holder's fees and satisfaction of its other obligations hereunder, all funds deposited in Escrow and all interest accrued thereon while any such funds are in Escrow shall be returned to Buyer by Escrow Holder and the Escrow shall be terminated.

7.1.1 Buyer's Review of Title. Buyer shall have until the expiration of the Contingency Period to approve a standard preliminary report from the Title Company with respect to the Property, together with the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the "Report"). On or before the expiration of the Contingency Period, Buyer shall deliver to Seller and Escrow Holder written notice ("Buyer's Title Notice") of Buyer's reasonable disapproval or conditional approval of any matters shown in the Report. The failure of Buyer to give Buyer's Title Notice on or before the expiration of the Contingency Period shall be deemed to constitute Buyer's approval of the Permitted Exceptions to the Property. If Buyer reasonably disapproves or conditionally approves any matter of title shown in the Report, then Seller may, but shall have no obligation to, within ten (10) days after its receipt of Buyer's Title Notice ("Seller's Election Period"), elect to eliminate or mitigate to Buyer's reasonable satisfaction the disapproved or conditionally approved title matters by giving Buyer written notice ("Seller's Title Notice") of those reasonably disapproved or conditionally approved title matters, if any, which Seller agrees to so eliminate or mitigate by the Closing Date, provided, that, Seller shall have no obligation to pay any consideration or incur any liability in order to eliminate or mitigate such disapproved title matters. If (i) Seller does not elect to, or is unable to, eliminate or mitigate any such disapproved or conditionally approved title matters, (ii) Buyer reasonably disapproves Seller's Title Notice, or (iii) Seller fails to timely deliver Seller's Title Notice, then Buyer shall have the right, upon delivery to Seller and Escrow Holder (on or before five (5) days following the expiration of Seller's Election Period) of a written notice, to either: (A) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (B) terminate this Agreement and the Escrow created pursuant hereto.

Failure to take either one of the actions described in (A) and (B) above shall be deemed to be Buyer's election to take the action described in (A) above.

7.2 Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence or satisfaction (or Seller's waiver thereof, it being agreed that Seller may waive such condition) of the condition that Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer, including, without limitation, the timely deposit by Buyer of all funds required to be deposited by Buyer under the terms of this Agreement.

Section 8. Deposits by Seller. At least one (1) business day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

8.1 Grant Deed. The Grant Deed, in the form attached hereto as Exhibit "B", duly executed by Seller and acknowledged.

8.2 Seller's Certificate of Non-Foreign Status. A federal certificate of non-foreign status ("FIRPTA Certificate"), duly executed by Seller, in the form attached hereto as Exhibit "C-1" and a state certificate of non-foreign status as Exhibit "C-2".

Section 9. Payment by Buyer. Buyer shall deposit or cause to be deposited with Escrow Holder the Purchase Price as set forth in Section 3 above.

Section 10. Costs and Expenses. Seller shall pay the cost of the Title Policy. Buyer shall pay the cost of the escrow fee of Escrow Holder. Seller shall pay all documentary transfer taxes and recording fees payable in connection with the recordation of the Grant Deed. Buyer and Seller shall pay, respectively, Escrow Holder's customary charges to buyers and sellers for document drafting and miscellaneous charges. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer and Seller shall share equally all of Escrow Holder's fees and charges.

Section 11. Prorations. The following prorations shall be made between Seller and Buyer on the Close of Escrow, computed as of the Close of Escrow:

11.1 Taxes and Assessments. Real property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined) and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close of Escrow, inclusive, whether or not the same shall be payable prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Close of Escrow occurs. In the event that as of the Close of Escrow the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then such taxes and assessments will be re-prorated between the parties to reflect the actual amount of such taxes and assessments.

11.2 Utilities. Gas, water, electricity, heat, fuel, sewer and other utilities, if any, relating to the Property shall be prorated as of the Close of Escrow. If the parties hereto are unable to obtain final meter readings as of the Close of Escrow, then such expenses shall be estimated as of the Close of Escrow on the prior operating history of the Property.

At least one (1) business day prior to the Close of Escrow the parties hereto shall agree upon all of the prorations to be made and submit a statement to the Escrow Holder setting forth the same. In the event that any prorations, apportionments or computations made under this Section 11 shall require final adjustment, then the parties hereto shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same. Any corrected adjustment or proration will be paid in cash to the party entitled hereto.

Section 12. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

12.1 Prorations. Prorate all matters referenced in Section 11 based upon the statement delivered into Escrow signed by the parties.

12.2 Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records.

12.3 Funds. Disburse from funds deposited by Buyer with Escrow Holder towards payment of all items chargeable to the account of Buyer pursuant hereto in payment of such costs, including, without limitation, the payment of the Purchase Price to Seller, and disburse the balance of such funds, if any, to Buyer.

12.4 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

12.5 Documents to Seller. Deliver to Seller a counterpart original of the Assignment of Contracts, if any, executed by Seller, a copy of the Bill of Sale, if any, and a conformed copy of the recorded Grant Deed.

12.6 Documents to Buyer. Deliver to Buyer the Contracts, the original Bill of Sale, the FIRPTA Certificate and a counterpart original of the Assignment of Contracts, if any.

Section 13. As-Is. As of the expiration of the Contingency Period, Buyer will have examined and inspected the Property and will know and be satisfied with the physical condition, quality, quantity and development status of the Property in all respects and shall have determined that the same is acceptable to Buyer "AS-IS," and Buyer acknowledges that, except as otherwise set forth herein, Buyer is acquiring the Property in such "AS-IS" condition solely in reliance on its own inspections and examinations, and its own evaluations of the Property. Except as otherwise provided herein, Buyer agrees that no representations, statements or warranties have at any time been made by Seller, or its agents, as to the physical condition, quality, quantity or development status of the Property or related to the operation or prospects for the Property in any respect which have not been expressed in this Agreement. Buyer acknowledges and agrees that:

13.1 Buyer's Review of the Property and Related Matters. Buyer shall be satisfied with all aspects of the Property and its condition and suitability for Buyer's intended use thereof, including, without limitation, the zoning for the Property, the physical condition of the Property, and the availability of all permits, licenses, variances, utilities and the like necessary for Buyer's intended use of the Property for light manufacturing and assembly of audio equipment.

13.2 Approval of Documentation. Buyer will review all instruments, records and documents which Buyer deems appropriate or advisable to review in connection with this transaction, including, but not by way of limitation, any and all architectural drawings, plans, specifications, surveys, building permits, if any, and any licenses and contracts relating to the Property or the business proposed to be conducted thereon, and Buyer, by proceeding with this transaction following the expiration of the Contingency Period, will be deemed to have determined that the same and the information and data contained therein and evidenced thereby are satisfactory to Buyer. Buyer also agrees that by providing these documents and materials Seller has complied with the disclosure requirements applicable under California Health and Safety Code Section 25359.7.

13.3 Review of Applicable Law. Buyer will review all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property;

13.4 Independent Investigations. Buyer will, at its own cost and expense, make its own independent investigations respecting the Property and all other aspects of this transaction, and is relying thereon and on the advice of its consultants in entering into this Agreement and, by proceeding with this transaction, will be deemed to have determined that the same are satisfactory to Buyer.

Section 14. Buyer's Covenants, Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following covenants, representations and warranties, each of which is material and is being relied upon by Seller:

14.1 Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.


14.2 Environmental Matters. Exhibit D (Environmental Agreement) and the terms defined thereunder shall govern the Buyer's and Seller's rights and obligations regarding certain Environmental Conditions (as defined in the Environmental Agreement). Except as provided in the Environmental Agreement, Buyer acknowledges that Seller makes no representations or warranties regarding Environmental Conditions. By proceeding with this transaction following the expiration of the Contingency Period, Buyer will be deemed to have made its own independent investigation of the Property with regard to the Environmental

Conditions as Buyer deems appropriate. Accordingly, Buyer hereby expressly waives and relinquishes any and all rights and remedies Buyer may now or hereafter have against Seller, whether known or unknown, with respect to any past, present or future presence or existence of the Environmental Conditions in, on, at or under the Property or with respect to any past, present or future violations of Environmental Laws related to Hazardous Materials (both terms of which are defined in the Environmental Agreement).

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BY INITIALLING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF ANY WAIVERS AND RELEASES CONTAINED IN THIS AGREEMENT:


Buyer's Initials

The waivers and releases by Buyer herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

14.3 Limitation on Seller's Liability. Buyer represents and covenants that Seller shall not have any liability, obligation or responsibility of any kind with respect to the following:

- (i) The content or accuracy of any report, study, opinion or conclusion of any soils, toxic, environmental or other engineer or other person or entity who has examined the Property or any aspect thereof;
- (ii) The content or accuracy of any information released to Buyer by an engineer, consultant or planner in connection with the development or proposed development of the Property;
- (iii) The availability of building or other permits or approvals for the Property by any state or local governmental bodies with jurisdiction over the Property; and

(iv) Any of the items delivered to Buyer pursuant to Buyer's review of the condition of the Property; and

(v) The content or accuracy of any other development or construction cost, project, financial or marketing analysis or other information given to Buyer by Seller, if any, or reviewed by Buyer with respect to the Property.

Section 15. LIQUIDATED DAMAGES. IF BUYER COMMITS A DEFAULT UNDER THIS AGREEMENT, THEN IN ANY SUCH EVENT, THE ESCROW HOLDER MAY BE INSTRUCTED BY SELLER TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGE BY REASON OF BUYER'S DEFAULT UNDER THIS AGREEMENT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IN THE EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO \$2,250.

THEREFORE, IF BUYER COMMITS A DEFAULT UNDER THIS AGREEMENT, SELLER MAY INSTRUCT THE ESCROW HOLDER TO CANCEL THE ESCROW AND SELLER SHALL BE RELIEVED FROM ALL OBLIGATIONS AND LIABILITIES HEREUNDER, AND, PROMPTLY FOLLOWING ESCROW HOLDER'S RECEIPT OF SUCH INSTRUCTION, ESCROW HOLDER SHALL CANCEL THE ESCROW.

NOTHING IN THIS SECTION 15 SHALL (i) PREVENT OR PRECLUDE ANY RECOVERY OF ATTORNEYS' FEES OR OTHER COSTS INCURRED BY SELLER PURSUANT TO SECTION 20 HEREOF OR (ii) IMPAIR OR LIMIT THE EFFECTIVENESS OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS OF BUYER CONTAINED IN THIS AGREEMENT. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 15 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials

ELS - 42D
Buyer's Initials

Section 16. WAIVER OF RIGHT TO SPECIFIC PERFORMANCE. IF SELLER SHALL FAIL TO CONVEY THE PROPERTY TO BUYER IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND SUCH FAILURE CONSTITUTES A DEFAULT HEREUNDER, THEN BUYER SHALL BE ENTITLED TO THE RETURN ALL FUNDS DEPOSITED INTO ESCROW AND ALL INTEREST ACCRUED THEREON WHILE ANY SUCH FUNDS ARE IN ESCROW, BUT BUYER SHALL NOT HAVE THE RIGHT TO RECEIVE ANY EQUITABLE RELIEF, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY UNDER

APPLICABLE LAW, OR TO PURSUE THE SPECIFIC PERFORMANCE OF THIS AGREEMENT, BUT SHALL HAVE THE RIGHT TO PURSUE AN ACTION FOR DAMAGES AGAINST SELLER RELATIVE TO SUCH DEFAULT. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 16 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials

ELS 7/22
Buyer's Initials

Section 17. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to: (i) terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding relating to the Property and there shall be no adjustment to the Purchase Price.

Section 18. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, telegraphed, delivered or sent by telex, telecopy or cable and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, (iii) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (iv) if given by telex or telecopy, when sent. Any notice, request, demand, direction or other communication sent by cable, telex or telecopy must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

To Buyer: Erasmo C. Dominguez and Nora C. Dominguez
26505 Josel Drive
Santa Clarita, CA 91350
Telephone: (818) 761-2924
Telecopy: (818) 761-2715

With a copy to: Kim and Ryu
3600 Wilshire Blvd. Suite 1814
Los Angeles, CA 90010
Attn: Thomas Ryu, Esq.
Telephone: (213) 380- 2600
Telecopy: (213) 380-0999

To Seller: Fleetwood Machine Products, Inc.
2902 East Washington Street
Phoenix, AZ 85034
Attn: William L. Cooke, President
Telephone: (602) 273-1512
Telecopy: (602) 267-9152

With a copy to: McKenna & Cuneo, LLP
444 South Flower Street
Los Angeles, California 90071
Attn: Charles H. Pomeroy, Esq.
Telephone: (213) 688-1000
Telecopy: (213) 243-6330

To Escrow Holder: Commerce Escrow Company
1545 Wilshire Boulevard, Suite 600
Los Angeles, CA 90017
Attn: Julia Davis, Senior Escrow Officer
Telephone: (213) 484-0855
Telecopy: (213) 484-0417

Notice of change of address shall be given by written notice in the manner detailed in this Section 18. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

Section 19. Legal Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section 19, Costs shall include, without limitation, attorneys' fees, costs and expenses incurred in the following: (i) postjudgment motions and appeals; (ii) contempt proceeding; (iii) garnishment, levy, and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation.

Section 20. Assignment. Buyer shall not assign, transfer or convey its rights and/or obligations under this Agreement and/or with respect to the Property without the prior written consent of Seller, which consent Seller may withhold in its sole, absolute and subjective discretion. Any attempted assignment without the prior written consent of Seller shall be void

and Buyer shall be deemed in default hereunder. Any permitted assignments shall not relieve the assigning party from its liability under this Agreement.

Section 21. Work Product. Effective upon and in the event of a termination of this Agreement for any reason, Buyer shall assign and deliver to Seller, and does hereby assign without the need for any further action or instrument, all reports, plans, studies, documents, written information and the like which has been generated by Buyer in-house or by Buyer's third party consultants, whether prior to the Opening of Escrow or during the period of Escrow in connection with Buyer's proposed acquisition, or use of the Property (collectively, "Work Product"). In such event, Buyer shall deliver the Work Product which has been assigned to Seller not later than five (5) days after the date of the termination of this Agreement. The Work Product shall be fully paid for and shall not be subject to any lien, encumbrance or claim of any kind. Buyer shall also return all materials and information given to it by Seller or its consultants during Escrow, in the same condition as delivered to Buyer.

Section 22. Miscellaneous.

22.1 Survival of Covenants. The covenants, representations and warranties of Buyer set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow and shall not be deemed merged into the Grant Deed upon its recordation.

22.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

22.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

22.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

22.5 Captions. Any captions to, or heading of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

22.6 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

22.7 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

22.8 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

22.9 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

22.10 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

22.11 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

22.12 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

22.13 Partial Invalidity. If any portion of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the validity or enforceability of the remaining portions of this Agreement.

22.14 Successors and Assigns. Subject to the provisions of Paragraph 20 hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

22.15 Business Days. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer, Seller and/or Escrow Holder falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"Buyer"


ERASMO C. DOMINGUEZ


NORA C. DOMINGUEZ

"Seller"

FLEETWOOD MACHINE PRODUCTS, INC.,
a California corporation

By: _____
Name: William L. Cooke
Its: President

Acceptance by Escrow Holder:

Commerce Escrow Company hereby acknowledges that it has received originally executed counterparts or a fully executed original of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder

Dated: _____, 1999

Commerce Escrow Company,
a California corporation

By: _____
Name: _____
Its: Authorized Agency

EXHIBIT "A"

EXHIBIT "A"

The East 50 feet of the South 260 feet of the West 10 acres measured to the center of the Street on the South of the East one-half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision, of the East 12,000 acres of the South one-half of the Rancho Ex-Mission of San Fernando in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Page 39 et seq., of Miscellaneous Records, in the office of the County Recorder of said County.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attn: _____

MAIL TAX STATEMENTS TO:

(Above Space for Recorder's Use Only)

GRANT DEED

The undersigned grantor declares:

Documentary Transfer Tax not shown pursuant
to Section 11932 of the Revenue and Taxation
Code, as amended

County of Los Angeles

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Fleetwood Machine Products, Inc., a California corporation, hereby GRANTS to Erasmo C. Dominguez and Nora C. Dominguez, as community property, that certain real property in the County of Los Angeles, State of California, which is more particularly described on Exhibit "1" which is attached hereto.

SUBJECT TO:

1. Current taxes and assessments.
2. All other covenants, conditions, restrictions, reservations, rights, rights of way, easements and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the
 day of , 1999.

Fleetwood Machine Products, Inc.,
a California corporation

By: _____
Name: William L. Cooke
Its: President

EXHIBIT 1

The East 50 feet of the South 260 feet of the West 10 acres measured to the center of the Street on the South of the East one-half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision, of the East 12,000 acres of the South one-half of the Rancho Ex-Mission of San Fernando in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Page 39 et seq., of Miscellaneous Records, in the office of the County Recorder of said County.

EXHIBIT "C-1"

Aug-26-99 04:32pm From-

T-742 P 05/08 F-786

**COMMERCE ESCROW COMPANY**

1545 Wilshire Blvd., Suite 600, Los Angeles, California 90017

Tel.: (213) 484-0855 (310) 284-5700 (888) 732-6723

Fax: (213) 484-0417

COMMERCE ESCROW COMPANY IS LICENSED BY THE DEPARTMENT OF CORPORATIONS
STATE OF CALIFORNIA LICENSE # 963 0884**INTERNAL REVENUE CODE S1445****AFFIDAVIT BY ENTITY TRANSFEROR**

SECTION 1445 OF THE INTERNAL REVENUE CODE PROVIDES THAT A TRANSFEREE OF A UNITED STATES REAL PROPERTY INTEREST MUST WITHHOLD TAX IF THE TRANSFEROR IS A FOREIGN PERSON. TO INFORM THE TRANSFEREE THAT WITHHOLDING A TAX IS NOT REQUIRED BY:

(NAME OF TRANSFEROR). THE UNDERSIGNED HEREBY CERTIFIES THE FOLLOWING ON BEHALF OF _____
(NAME OF TRANSFEROR):

1. _____ (NAME OF TRANSFEROR)
IS NOT A FOREIGN CORPORATION, FOREIGN PARTNERSHIP, FOREIGN TRUST, OR FOREIGN ESTATE (AS THOSE TERMS ARE DEFINED IN THE INTERNAL REVENUE CODE AND INCOME TAX REGULATIONS):

2. _____ (NAME OF TRANSFEROR)
U.S. EMPLOYER IDENTIFICATION NUMBER IS: _____
AND:

3. _____ (NAME OF TRANSFEROR)
OFFICE ADDRESS IS: _____

_____ (NAME OF TRANSFEROR)
UNDERSTANDS THAT THIS CERTIFICATION MAY BE DISCLOSED TO THE INTERNAL REVENUE SERVICE BY TRANSFEREE AND THAT ANY FALSE STATEMENT CONTAINED HEREIN COULD BE PUNISHED BY FINE, IMPRISONMENT, OR BOTH.

UNDER PENALTIES OF PERJURY I DECLARE THAT I HAVE EXAMINED THIS CERTIFICATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE. THIS DOCUMENT IS ON BEHALF OF:

_____ (NAME OF TRANSFEROR)

DATE: _____

SIGNATURE

ITS: _____
TITLE

000058

EXHIBIT "C-2"

YEAR

19

Withholding Exemption Certificate for Real Estate Sales (For use by sellers of California real estate)

CALIFORNIA FORM

590-RE

File this form with your withholding agent or buyer.

Withholding agent's name

Seller's name

Seller's address (number and street)

Seller's daytime telephone number

City

State

ZIP code

Read the following carefully and check the box that applies to the seller:

☐ **Certificate of Residency — Individuals:**

I am a resident of California and I reside at the address shown above. See Side 2 for the definition of a resident.

☐ **Certificate of Principal Residence — Individuals:**The California real property located at _____
qualifies as my principal residence within the meaning of the California Revenue and Taxation Code Section 17152. See
Side 2 for the definition of a principal residence.☐ **Corporations:**The above-named corporation has a permanent place of business in California at the address shown above or is qualified
to do business in California. See Side 2 for the definition of permanent place of business.☐ **Partnerships:**The above-named entity is a partnership and the recorded title to the property is in the name of the partnership. The
partnership will file a California return to report the sale and will withhold on foreign and domestic nonresident partners
as required. Get FTB Publication 1017, Nonresident Withholding — Partnership Guidelines, for more information.☐ **Limited Liability Companies (LLCs):**The above-named entity is an LLC and the recorded title to the property is in the name of the LLC. The LLC will file a
California return to report the sale and will withhold on foreign and domestic nonresident members as required. Get FTB
Publication 1017, Nonresident Withholding — Partnership Guidelines, for more information.☐ **Tax-Exempt Entities and Nonprofit Organizations:**

The above-named entity is exempt from tax under California or federal law.

☐ **Irrevocable Trusts:**At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary
return reporting the sale and will withhold when distributing California source income to nonresident beneficiaries.☐ **Certificate of Residency of Deceased Person — Estates:**I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The
estate will file a California fiduciary return reporting the sale and will withhold when distributing California source income to
nonresident beneficiaries.☐ **Bank:**

The above-named entity is a bank or a bank acting as a fiduciary for a trust.

CERTIFICATE: Please complete and sign below.Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If condi-
tions change, I will promptly inform the withholding agent.

Seller's name and title (type or print) _____

Seller's ☐ Social security number ☐ California corporation number or ☐ FEIN

(NOTE: Failure to provide your identification number will render this certificate void.)

Seller's signature _____

Date _____

For Privacy Act Notice, see form FTB 1131 (Individuals only).

EXHIBIT "D"

ENVIRONMENTAL AGREEMENT

AGREEMENT FOR ENVIRONMENTAL REMEDIATION, INDEMNIFICATION AND SITE ACCESS

This Agreement for Environmental Remediation, Indemnification and Site Access (this "Agreement") is made as of this ____ day of September, 1999, between Fleetwood Machine Products, Inc., a California corporation ("Seller"), and Erasmo C. Dominguez and Nora C. Dominguez, as community property ("Buyer").

RECITALS:

A. Immediately prior to the effectiveness of this Agreement, Seller owned certain real property in North Hollywood, California, more particularly described on Exhibit "A" to this Agreement (the "Property"). Pursuant to the terms of that certain Real Property Purchase Agreement and Joint Escrow Instructions dated September ____ between Seller and Buyer, (collectively, the "Purchase Agreement"), Seller agreed to sell the Property to Buyer on the terms and conditions set forth in the Purchase Agreement. Buyer would not agree to buy the Property from Seller without the execution and delivery of this Agreement by Seller.

B. The Property was formerly used for industrial operations, which operations included the use of Hazardous Materials (as defined below). As a result of such industrial operations on the Property, environmental investigations, monitoring and remediation activities have been, are being, and will be conducted following Buyer's acquisition of the Property, as more particularly described herein. The former uses of Hazardous Materials on the Property were undertaken by former operators of the Property (including, without limitation, Fleetwood Machine Products, Inc.). As between Buyer and Seller, Seller has agreed to assume liability for certain Environmental Conditions (as defined below), notwithstanding the party actually responsible for same, subject to the terms and limitations of this Agreement.

C. The Property is presently included within the boundaries of the North Hollywood Operable Unit of the San Fernando Valley Superfund Site. Seller and its predecessors have been identified as some of several parties allegedly responsible for the regional groundwater contamination which has resulted in the designation by Region IX of the United States Environmental Protection Agency ("EPA") of portions of the San Fernando Valley as a National Priorities List Superfund Site. The Property has been identified as an alleged source of volatile organic compounds ("VOCs") releases to the regional groundwater, which regional groundwater underlies the Property currently at a depth of approximately 200 feet and deeper ("Regional Groundwater"). The Regional Groundwater presently contains elevated levels of certain VOCs, including, without limitation, trichloroethene ("TCE") and tetrachloroethane ("PCE"). In 1987, the EPA issued a Record of Decision (the "ROD") describing selected interim remedial action for groundwater contamination which includes inhibiting vertical and horizontal migration of groundwater contamination and removing contaminated mass (primarily PCE and TCE) from the aquifer of the North Hollywood Operable Unit. On or about October 1995, the EPA issued a Consent Decree that requires the signatory parties including Seller to undertake all actions required by the terms of the Consent Decree, specifically the Operation and Maintenance necessary for the remedies documented in the ROD. The ROD and Consent Decree referred to

herein are collectively referred to as the "EPA Agreements." Notwithstanding the sale of the Property to Buyer, Seller has agreed to retain liability associated with Regional Groundwater (defined below) contamination, including, without limitation, all liability associated with the San Fernando Valley Superfund Site, as more particularly described herein.

D. The Property is presently subject to certain characterization and remediation requirements of the California Regional Water Quality Control Board – Los Angeles Region ("RWQCB"), as more fully described in the RWQCB letters dated June 7, 1999, October 3, 1998 and August 5, 1998 attached hereto as Exhibit "B" (such requirements are collectively referred to herein as the "RWQCB Cleanup"). The RWQCB Cleanup relates to the surface and near surface soils of the Property. Seller retained the environmental consulting firm of The Park Corporation ("Park") to prepare and perform a Remedial Action Plan (RAP). The RAP is entitled "Corrective Action Plan for Fleetwood Machine Products, Inc." dated March 15, 1999, and addresses the Environmental Conditions of the Property. The RAP described above may be amended or supplemented from time to time. A copy of the RAP and the implementation schedule for the RAP are attached hereto as Exhibit "C". Notwithstanding the sale of the Property to Buyer, Seller has agreed to retain liability associated with the RWQCB Cleanup, as more particularly described herein.

E. The parties desire to memorialize their agreement relative to the Environmental Conditions of the Property in this Agreement.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals, the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Defined Terms.

For purposes of this Agreement, the term "Environmental Conditions" shall mean: (i) any Hazardous Material, existing in, on, at or under the Property or any portion thereof (including, without limitation, in the Regional Groundwater (as defined below)), which is present as of the date Buyer acquires title to the Property from Seller ("Closing Date or Close of Escrow"), and/or (ii) any Hazardous Material which emanated from the Property prior to the Closing Date, and/or (iii) any migration of the Hazardous Material described in (i) and/or (ii) above following the Closing Date; all of which are described in the RAP or which are subject to the EPA Agreements.

For purposes of this Agreement, the term "Environmental Laws" shall mean any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities presently relating to the release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health. "Environmental Laws" include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource

Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13020 et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the Hazardous Substance Account Act (Cal. Health & Safety Code § 25300 et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.) and other applicable provisions of the California Health and Safety Code, Water Code, and Government Code as amended or supplemented, and any analogous present federal, state or local statutes, ordinances or laws, and any regulations promulgated pursuant to any of the foregoing.

For purposes of this Agreement, the term "Government Authorities" shall mean any federal, state or local governmental authority with jurisdiction over the Environmental Conditions, including, without limitation, the EPA and the RWQCB.

For purposes of this Agreement, the term "Hazardous Material" shall mean (i) any chemical, material or substance presently defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substances," or any other term or expression intended to define, identify, designate, regulate, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP toxicity" or "EP toxicity" or words of similar import) under any applicable Environmental Laws; (ii) any oil, petroleum, petroleum fraction or petroleum derived substance; (iii) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (iv) any flammable substances or explosives; (v) any radioactive materials; (vi) any asbestos-containing materials; (vii) urea formaldehyde foam insulation; (viii) electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls; (ix) pesticides; (x) lead-based paint; and (xi) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Government Authority or which may or could pose a hazard to the health and safety of the owners, occupants or any persons in the vicinity of the Property or to the indoor or outdoor environment.

For purposes of this Agreement, the term "Regional Groundwater" shall mean all groundwater underlying or emanating from the Property currently at a depth of approximately 200 feet and deeper.

For purposes of this Agreement, the term "Response Actions" shall include, without limitation, investigations, characterizations, testing, sampling, monitoring, passive remediation, active remediation (including the cost of installing and maintaining monitoring and/or remediation equipment), transportation, disposal, remedial actions, restoration and clean up.

2. Agreement to Remediate.

2.1 RAP. Seller, at its sole cost and expense, will diligently prosecute and diligently pursue to completion the RAP and any other Response Actions required by the RWQCB pursuant to the RWQCB Cleanup and use its best efforts to receive a letter from the RWQCB or such other Government Authority with lead agency jurisdiction for the soils stating that no further Response Action of any kind is required relative to the soils in, on, at or under the Property ("Soil NFA"). Seller, at its sole cost and expense, will also diligently prosecute and diligently pursue to completion any further requirements of the RWQCB or such other Government Authority required to obtain the Soil NFA. Seller shall undertake the RAP pursuant to its implementation schedule. Seller shall use best efforts not to interfere with Buyer's use of the property.

2.2 Seller shall maintain a separate account with monies sufficient to pay the estimated cost to perform the RAP (full estimated cost is \$187,246). At Buyer's request, Seller shall provide monthly statements or other pertinent information confirming the existence and use of the account.

3. Indemnification Obligations.

3.1 Regional Groundwater. Seller will defend (with counsel reasonably acceptable to the Benefited Parties (as defined below)), indemnify and hold harmless, Buyer, its members, partners, successors, assigns, tenants, receivers, trustees and lenders and the officers, directors, agents, employees, members, partners, successors and assigns of each and all such parties (collectively, the "Benefited Parties") from and against any and all claims, liens, actions, judgments, causes of action, demands, penalties, fines, assessments, taxes, costs, encumbrances, expenses, reasonable attorneys' fees and costs, court costs, losses (including, without limitation, personal injury or property damage), damages, suits, and liabilities and other costs, however incurred (collectively, "Claims"), arising from or in connection with Regional Groundwater contaminated by Environmental Conditions. Seller's obligations under this Section 3.1 shall further include, notwithstanding any "binding on successor and assign" language included in the EPA Agreements, defending, indemnifying and holding harmless each and every Benefited Party from and against (a) any Claims associated with any Response Actions required by a Government Authority or a judicial or administrative order relative to the Groundwater, including, without limitation, the EPA Agreements and any future Response Actions directing the implementation of a final remedy for the Regional Groundwater contamination, (b) any third party claims associated with or arising out of the Regional Groundwater contamination, including, without limitation, claims by third parties for (i) diminution in value of their property (excepting the Property), (ii) failure to disclose and concealment, (iii) misrepresentation, (iv) negligence, (v) strict liability, (vi) nuisance, (vii) trespass, (viii) battery, (ix) intentional infliction of emotional distress, and (x) loss of consortium.

Notwithstanding the foregoing, Seller does not waive and specifically reserves all rights it has under law and equity to file a claim, suit or other cause of action against a Benefited Party, if the Claim for which Seller is obligated to defend and indemnify a

Benefited Party under Section 3.1 above arose as a result of (a) such Benefited Parties' gross negligence or willful misconduct with respect to any Claims arising as a result of any Benefited Parties' status as owner or operator of the Property or with respect to any Claims not associated with any Benefited Party actively or knowingly taking any actions or assuming any obligations, and (b) such Benefited Parties' negligent acts or omissions with respect to any activities any Benefited Party actively or knowingly takes at the Property (collectively, the "Reserved Rights").

3.2 Environmental Conditions. Seller will defend (with counsel reasonably acceptable to the Benefited Parties), indemnify and hold harmless the Benefited Parties from and against any and all claims, actions, judgments, causes of action, demands, expenses, reasonable attorneys' fees and costs, arising out of any third party claims for toxic tort, personal injury or property damage resulting from Environmental Conditions.

Notwithstanding the foregoing, Seller does not waive and specifically reserves all rights it has under law and equity to file a claim, suit or other cause of action against a Benefited Party, if the claim for which Seller is obligated to defend and indemnify a Benefited Party under Section 3.2 above arose as a result of any Reserved Rights.

3.3 RAP. Seller will defend (with counsel reasonably acceptable to the Benefited Parties), indemnify and hold harmless the Benefited Parties from and against any and all Claims arising from or in connection with the Environmental Conditions of the Property, which Environmental Conditions are the subject of the RAP. Seller's obligations under this Section 3.3 shall further include defending, indemnifying and holding harmless each and every Benefited Party from and against any Claims associated with any Response Actions required by a Government Authority or a judicial or administrative order relative to such Environmental Conditions.

Notwithstanding the foregoing, Seller does not waive and specifically reserves all rights it has under law and equity to file a claim, suit or other cause of action against a Benefited Party, if the claim for which Seller is obligated to defend and indemnify a Benefited Party under Section 3.3 above arose as a result of any Reserved Rights.

3.4 Limitations.

Notwithstanding anything to the contrary set forth in Sections 2.1 through 3.3 above:

(a) Diminution in Value Claims. By accepting the benefits of this Agreement (either by executing this Agreement or the Acknowledgement referenced in Section 6 below), each Benefited Party agrees to refrain from asserting any direct Claim against Seller and/or any other Benefited Party for diminution in value of the Property resulting from the Environmental Conditions;

(b) Sole Remedy. Except for the express obligations undertaken by Seller under this Agreement or as otherwise specifically provided herein, a Benefited Party's sole remedy against Seller as to any Environmental Conditions on the Property shall be to pursue a claim or claims under this Agreement;

(c) Release. In partial consideration for Seller's conveyance of the Property, Buyer and each Benefited Party that executes the Acknowledgment (as described in Section 6 below), shall, except as otherwise expressly provided herein, hereby and forever release Seller from any and all claims, losses, damages, suits and liabilities for Environmental Conditions other than those covered by the express obligations undertaken by Seller in this Agreement.

(d) Incremental Costs for Exacerbating Conditions. Seller shall not be responsible nor have any liability for any incremental costs attributable solely to an "Exacerbating Condition." For purposes of this Agreement, an "Exacerbating Condition" shall mean any one or more of the following:

(i) the application of more stringent standards by Government Authorities under Environmental Laws due solely to a non-commercial or non-industrial use (e.g., a residential use) of the Property; or

(ii) the introduction of Hazardous Materials on the Property by a Benefited Party following the Closing Date.

(e) Delays. Seller shall not be responsible for any costs suffered by any Benefited Parties caused by Seller's delays in completing any Response Actions provided that Seller and its contractors are undertaking such Response Actions in accordance with reasonable and customary practices and procedures, generally accepted in the environmental consulting and/or contracting field, as applicable ("Seller Delay Costs").

4. Communications

The parties agree to notify each other promptly after learning that any Response Actions need to be implemented relative to any Environmental Conditions. Except as otherwise specifically provided herein, the parties shall not provide any written communications to any Government Authority with regard to Environmental Conditions at the Property without first providing the other party with ten (10) days' advance written notice of (together with a copy of) said written communication. Notwithstanding the foregoing, if such communication is required by law to be communicated in a shorter time period or in the event of an emergency situation, each party shall use its good faith efforts to provide the other party as much reasonable advance notice of such written communication in light of the circumstances ("Emergency Communication"). The parties may contact or otherwise initial oral communications with any Government Authority without contacting or notifying the other party so long as such communication merely involves the routine implementation of any environmental activity required by such party pursuant to this Agreement of which the other party is aware. If any oral communication with a Government Authority involves any material change in procedures or requirements from the implementation of any environmental activity being undertaken by such party, then such party will promptly take reasonable steps to include the other party in any such discussion, and, in the event this is not reasonably possible, shall promptly inform the other party, in writing, of the content and nature of such communications. Subject to Emergency Communications, each party shall have a right to participate in and/or comment on the form and

content of all communications and agreements with the Government Authority. Buyer and Seller shall negotiate in good faith to reach agreement as to the form and content of any such communication or agreement prior to its submittal to the Government Authority.

5. Access Rights; Standard of Work.

Buyer acknowledges that pursuant to the EPA Agreements, Seller is obligated to provide EPA with continuing access to the Property in the event Response Actions are required to be undertaken relative to the San Fernando Valley Superfund Site. Buyer further acknowledges and agrees that Seller is permitted access to the Property in order to undertake its obligations to Buyer and the other Benefited Parties under Section 2 of this Agreement. Seller shall promptly and diligently repair and restore damage to the Property caused by the exercise of its access rights and return the Property to the same condition in which it existed before the exercise of such rights. All work performed by Seller shall be performed in compliance with all laws, lien-free, in a good and workmanlike manner, subject to the rights of Buyer and all tenants and occupants of the Property and subject to the terms of this Agreement. Seller shall provide Buyer with ten (10) days' advance written notice of each entry, and shall provide Buyer with a written description of the work to be performed; provided, however, in the event of an emergency, no such prior written notice shall be required. However, Seller shall use its good faith efforts to provide Buyer as much reasonable advance notice in light of the circumstances. Additionally, no such prior written notice shall be required for any entry by Seller and/or its contractors and agents in connection with the customary and routine implementation of any activities already described to Buyer in accordance with the preceding sentence or with respect to any customary and routine maintenance activities; provided, however, in the event of any entry on the Property by Seller and/or its contractors and agents, Seller shall cause any party entering the Property on Seller's behalf to provide Buyer with concurrent notice (by telephone or otherwise) of entry onto the Property. Before exercising such rights, Seller or its contractor shall obtain and maintain, at its sole cost and expense, commercial general liability insurance on an occurrence-based form, from an insurer reasonably acceptable to Buyer, in the amount of not less than \$2,000,000, or current limit carried, whichever is greater, combined single limit for personal injury and property damage per occurrence. Certificates evidencing all such insurance shall be provided to Buyer before Seller performs any work on the Property. Buyer must be named as an additional insured in all insurance policies on a primary, non-contributing basis, and each such insurance policy must provide coverage against any claim for personal liability or property damage caused by the exercise of Seller's rights hereunder. Seller will defend (with counsel reasonably acceptable to the Benefited Parties), indemnify and hold harmless the Benefited Parties from and against any and all Claims arising from or in connection with Seller's activities on the Property following the Closing Date pursuant to this Agreement. Seller's access rights shall terminate upon Seller's completion of any Response Actions required to be undertaken relative to the San Fernando Valley Superfund Site and upon completion of Seller's obligations under Section 2.1 hereof.

6. Miscellaneous.

6.1 Notices.

(a) All notices to be given under this Agreement shall be in writing and, if not personally delivered, shall be:

(i) sent by nationally recognized overnight courier using a computer tracking system, in which case notice shall be deemed delivered one (1) business day after deposit with the courier, or

(ii) sent by telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means, provided that a transmission report is generated that reflects the accurate transmission of the notices, as follows:

To Buyer:

Erasmo C. Dominguez and Nora C. Dominguez

FX-6 Personal Privacy

With a copy to:

Kim and Ryu
3600 Wilshire Blvd, Suite 1814
Los Angeles, CA 90010
Attn: Thomas Ryu, Esq.
Telephone: (213) 380-2600
Telecopy: (213) 380-0999

To Seller:

Fleetwood Machine Products, Inc.
2902 East Washington Street
Phoenix, AZ 85034
Attn: William L. Cooke, President
Telephone: (602) 273-1512
Telecopy: (602) 267-9152

With a copy to:

McKenna & Cuneo, LLP
444 South Flower Street
Los Angeles, California 90071
Attn: Charles H. Pomeroy, Esq.
Telephone: (213) 688-1000
Telecopy: (213) 243-6330

The above addresses may be changed by written notice to the other party, provided, however, that no notice of a change of address shall be effective until actual receipt of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notice by a party shall be deemed effectively given if given by such party's legal counsel.

6.2 Assignment. Seller may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Buyer provided that no such consent shall be required for an assignment to a third party to whom Seller sells, transfers, assigns or merges substantially all of Seller's business, so long as after such transfer, assignment or merger, Seller's obligations under this Agreement shall be assumed, either contractually or pursuant to applicable law, by the third party to or with whom Seller sold, transferred, assigned or merged. Buyer may freely assign this Agreement to a Benefited Party (including to each and every owner of a subdivided portion of the Property). Upon such sale of the Property by Buyer, all references in this Agreement to "Buyer" shall mean and refer to the fee holder of the Property or any portions thereof. Upon such assignment, Buyer shall be released from all obligations of Buyer which are assigned to an assignee and which arise following the date of such assignment with respect to the portion of the Property sold by Buyer, provided, however (a) Buyer shall not be released from any of its obligations under this Agreement arising before the date of such assignment, (b) Buyer shall continue to be bound by the terms of Sections 3.4(a), (b) and (c) hereof following the date of such assignment and (c) Seller's indemnity obligations to Buyer under this Agreement following the date of such assignment shall not apply to any obligations of Buyer's assignee under Section 3.4 and 3.4(d) hereof.

6.3 Complete Agreement. No communications between or among the parties hereto or their representatives, whether express or implied, occurring either before or after the execution of this Agreement, shall have any bearing or effect upon this Agreement, it being understood that the Purchase Agreement and this Agreement evidence the complete agreement among the parties hereto with respect to the matters addressed herein and therein. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

6.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

6.5 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of such provision and this Agreement shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

6.6 Interpretation. Headings are solely for the convenience of the parties and are not a part of this Agreement. The Recitals and Exhibits to this Agreement are incorporated as part of this Agreement. Unless otherwise indicated, references in this Agreement to an Exhibit or Section refer to Exhibits to or Sections of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The term "including" means "including without limitation." This Agreement has been negotiated by both parties and shall not be construed for or against either party.

6.7 Applicable Law. This Agreement and the transaction contemplated hereby shall be construed in accordance with and governed by the laws of the State of California.

6.8 Due Authority. The individuals executing this Agreement represent and warrant that they have the power and authority to do so on behalf of their respective entity and to bind the entities for whom they are executing this Agreement.

6.9 Attorneys' Fees. If any party institutes or threatens legal proceedings to determine or enforce its legal rights under this Agreement, the non-prevailing party shall pay to the prevailing party or parties its or their reasonable attorneys' fees (including fees and charges of legal assistants and other non-attorney personnel performing services under the supervision of an attorney), court costs, costs of investigation and other expenses incurred in connection therewith.

6.10 Survival. This Agreement shall survive the Close of Escrow.

6.11 Arbitration of Disputes. Any dispute arising out of this Agreement shall be decided by binding arbitration in accordance with Title 9 of the U.S. Code (United States Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association, and not by court action, except as otherwise provided in this Section. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The parties may conduct discovery in accordance with Code of Civil Procedure § 1283.05. The decision of the Arbitration (as defined below) shall be final, binding and non-appealable.

Within ten (10) days after delivery of written notice ("Notice of Dispute") of the existence and nature of any dispute given by any party to this Agreement to the other party, the dispute shall be referred to the American Arbitration Association by the party giving the Notice of Dispute. The American Arbitration Association shall provide promptly to the parties a list of potential arbitrators who shall be retired judges of the state courts of the State of California or federal courts sitting in the State of California with experience in real estate and environmental disputes. The parties shall agree upon a single arbitrator (the "Arbitrator") within five (5) business days after receipt of the list from the American Arbitration Association. If the parties cannot agree upon the Arbitrator within said five (5) business day period, then the parties shall ask the American Arbitration Association to appoint, in its discretion, an Arbitrator who meets the criteria set out above and is "neutral" as that term is defined below. A "neutral" Arbitrator would be one who has at no time ever represented or acted on behalf of or against any of the parties or any affiliates of such parties, who has not been associated in practice with their counsel and who has not decided or participated in the hearing or decision of any case involving the parties or any affiliates of such parties. None of the parties to this Agreement may consult with any proposed Arbitrator, directly or indirectly, to determine the Arbitrator's position on the issue which is the subject of the dispute. The Arbitrator shall apply himself/herself diligently so as to hear and decide the outcome and resolution of any dispute or disagreement submitted to the Arbitrator as promptly as possible. It is the express desire and intention of the parties that the decision

of the Arbitrator should be rendered before the expiration of thirty (30) days after the appointment of the Arbitrator.

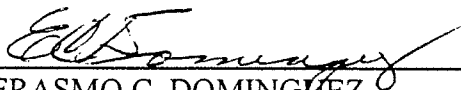
If any party refuses or neglects to appear at or to participate in arbitration proceedings, the Arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party or parties who do participate, as the appropriate law may require. The Arbitrator is authorized to award the prevailing party, as determined by the Arbitrator in his/her sole and absolute discretion, reasonable attorneys' fees and costs. Furthermore, the compensation and reimbursement of the Arbitrator shall be borne by the non-prevailing party, as determined by the Arbitrator in his/her sole and absolute discretion.

This provision shall not prohibit the parties from filing a judicial action for injunction or other provisional remedy.

6.12 Cooperation. Following the Close of Escrow, Seller agrees to reasonably cooperate with Buyer to provide Buyer with information regarding the past history of the Property and Seller's intention with respect to the terms of any contracts assumed by Buyer.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement as of the date first set forth above.

"Buyer"


ERASMO C. DOMINGUEZ


NORA C. DOMINGUEZ

"Seller"

FLEETWOOD MACHINE PRODUCTS, INC.,
a California corporation

By: _____
Name: William L. Cooke
Its: President

EXHIBIT "A"

The East 50 feet of the South 260 feet of the West 10 acres measured to the center of the Street on the South of the East one-half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision, of the East 12,000 acres of the South one-half of the Rancho Ex-Mission of San Fernando in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Page 39 et seq., of Miscellaneous Records, in the office of the County Recorder of said County.